

Panaji, 30th October, 2003 (Kartika 8, 1925)

SERIES II No. 31

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

Note:- There is One Supplement and One Extraordinary issue to the Official Gazette, Series II, No. 30 dated 23-10-2003 as follows:-

- 1) Supplement dated 23-10-2003 from pages 915 to 922 regarding Orders from Department of Labour.
- 2) Extraordinary dated 23-10-2003 from pages 923 to 924 regarding Notification from Goa Legislature Secretariat.

### GOVERNMENT OF GOA

#### Department of Agriculture

##### Directorate of Agriculture

#### Order

No. 2/12/98-AGR/232

In pursuance of Article 76(i) of Memorandum of Association, the Government of Goa is pleased to appoint Shri Ambarish Nadkarni, Sanguem as Director on the Board of Directors of Goa State Horticultural Corporation Ltd., Panaji-Goa in place of Shri Julio D'Silva of Cuncolim who was appointed as Director vide order No. 2/12/98-AGR dated 16-07-2002 from the date of his assumption of charge.

The period of his term as Board of Directors is coterminus/as per the orders No. 2/12/98/AGR dtd. 16-07-2002.

By order and in the name of the Governor of Goa.

R. G. Joshi, Director of Agriculture & Ex-officio Joint Secretary.

Panaji, 13th October, 2003.

#### Order

No. 2/4/95/AGR-I/236

The Government is pleased to transfer and post the following Mechanical Cultivation Officers in

this Directorate as shown below against their names.

Sr. No.	Name of the Officer	Present place of posting	Place of new posting
1	2	3	4
1.	Shri Emerico Martires	Mechanical Cultivation Office, Curchorem.	Mechanical Cultivation Office, Margao vice Shri Rego transferred.
2.	Shri Anthony Rego	Mechanical Cultivation Office, Margao.	Mechanical Cultivation Office, Curchorem vice Shri Martires transferred.

Shri Martires is not entitled for TA/DA and joining time as the transfer is effected at his own request and shall move first.

By order and in the name of the Governor of Goa.

R. G. Joshi, Director of Agriculture & Ex-officio Joint Secretary.

Panaji, 17th October, 2003.

### Department of Animal Husbandry

#### Directorate of Animal Husbandry & Veterinary Services

#### Order

No. 2-4-79/AH(Part)

The contract appointment of Dr. (Capt.) H. K. Malviya, Managing Director, Goa Meat Complex Ltd. is hereby curtailed and he is relieved from his duties of the post of Managing Director, Goa Meat Complex Ltd. with effect from 16-10-2003 (AN).

Dr. A. S. Nazareth, Director, Animal Husbandry and V. S. and Ex-Officio Joint Secretary to Government is appointed as Managing Director, Goa Meat Complex Ltd. in addition to his own duties until further orders.

Dr. A. S. Nazareth shall take charge of the post of Managing Director with effect from 16-10-2003 (AN).

By order and in the name of the Governor of Goa.  
Amit Yadav, Secretary (Animal Husbandry).

Panaji, 16th October, 2003.

### Department of Co-operation

Office of the Registrar of Co-operative Societies

#### Notification

No. 5/933/2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Ana's Prime Residency Co-op. Housing Society Ltd., 2nd Floor, Prime Corner, Vasco-da-Gama-Goa is registered under code symbol No. HSG-(b)-437/South-Goa/2003.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 20th May, 2003.

#### Certificate of Registration

Ana's Prime Residency Co-op. Housing Society Ltd., 2nd Floor, Prime Corner, Vasco-da-Gama-Goa has been registered on 20-5-2003 and it bears registration code symbol No. HSG-(b)-437/South-Goa and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership Housing Society in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 20th May, 2003.

#### Notification

No. 5-935-2003/ARSZ/HSG

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, Carol's Prime Complex Co-op. Housing Society Ltd., Pazentar, Cortalim-Goa is registered under code symbol No. HSG-(b)-438/South-Goa/2003.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 3rd June, 2003.

#### Certificate of Registration

Carol's Prime Complex Co-op. Housing Society Ltd., Pazentar, Cortalim, Goa has been registered on 3-6-2003 and it bears registration code symbol No. HSG-(b)-438/South-Goa/2003 and it is classified as "Housing Society" under sub-classification No. 5-(b)-Tenant Co-partnership

Housing Society in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 3rd June, 2003.

#### Notification

No. 5-934-2003/ARSZ/MKT

In exercise of the powers vested in me under Section 9 of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, The South Goa Krishi Bazar Marketing & Processing Co-op. Society Ltd., Margao-Goa is registered under code symbol No. AMS-6/South-Goa/03.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 2nd June, 2003.

#### Certificate of Registration

The South Goa Krishi Bazar Marketing & Processing Co-op. Society Ltd., Margao-Goa has been registered on 2-6-2003 and it bears registration code symbol No. AMS-6/South-Goa/03 and it is classified as Marketing & Processing Co-op. Society in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (A. K. Kamat), Asst. Registrar of Co-operative Societies (South Zone).

Margao, 2nd June, 2003.

#### Notification

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, The Madhur Co-operative Housing Society Ltd., Shetyewado, Mapusa-Goa, has been registered under code symbol No. HSG-(b)-215/NZ/Goa.

Sd/- (Ronnie Dias), Asst. Registrar of Co-operative Societies (North Zone).

Mapusa, 9th May, 2003.

#### Certificate of Registration

The Madhur Co-operative Housing Society Ltd., Shetyewado, Mapusa-Goa, has been registered on 9-5-2003 and it bears registration code symbol No. HSG-(b)-215/NZ/Goa and it is classified as "Housing Society" under sub-classification No. 5(b) "Tenant Co-partnership Housing Society" in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (Ronnie Dias), Asst. Registrar of Co-operative Societies (North Zone).

Mapusa, 9th May, 2003.

**Notification**

In exercise of the powers vested in me under Section 9(1) of the Maharashtra Co-operative Societies Act, 1960 as applied to the State of Goa, The Green Glades Co-operative Housing Society Ltd., Duler, Mapusa-Goa has been registered under code symbol No. HSG(b)-216/NZ/Goa.

Sd/- (Ronnie Dias), Asst. Registrar of Co-operative Societies (North Zone).

Mapusa, 21st May, 2003.

**Certificate of Registration**

The Green Glades Co-operative Housing Society Ltd., Duler, Mapusa-Goa has been registered on 21-5-2003 and it bears registration code symbol No. HSG(b)-216/NZ/Goa and it is classified as 'Housing Society' under sub-classification No. 5(b) "Tenant Co-partnership Housing Society" in terms of Rule 9 of the Co-operative Societies Rules, 1962 for the State of Goa.

Sd/- (Ronnie Dias), Asst. Registrar of Co-operative Societies (North Zone).

Mapusa, 21st May, 2003.

**Department of Education, Art & Culture****Directorate of Higher Education****Order**

No. 22/3/90/EDN/2429

Refer:- 1) Show Cause Notice No. 22/03/90-EDN/414 dated 27-02-2003.

2) Final Notice No. 22/3/90-EDN dated 8-7-03.

- Whereas, Mrs. Ivone Maria Ida Martins de Menezes, vide her application dated 20-1-1998 requested for grant of Extraordinary Leave to seek private employment abroad for better prospect for a period of 5 years w.e.f. 25-1-98 to 24-1-2003 in terms of Government Notification No. 2/5/95-PER dated 24-11-95.
- And whereas the E. O. L. sought by Mrs. Ivone Maria Ida Martins de Menezes, to seek private employment abroad was granted to her vide order No. GCASCK/Esr-2(8)/90/436 dated 26-6-1998 with the condition that on expiry of the said leave, Ms. Menezes shall be posted against the same post.
- And whereas, on the expiry of the said leave period Mrs. Ivone Maria Ida Martins de Menezes neither reported for duties i.e. in the college nor intimated about the extension of leave/resignation.
- And whereas, as per sub para (b) of para (2) of the Personnel Department's Notification No. 2/5/95-PER dated 24-11-1995 if the Government employee who has been granted leave under this rule does not

return to duties immediately on the expiry of the leave period or extended period, as the case may be, suitable action may be taken against him/her in accordance with the provisions of the CCS (CCA) Rules, 1965.

- And whereas, since Mrs. Ivone Maria Ida Martins de Menezes, did not report for the duties on expiry of the said leave period nor intimated to this department about her intention to extend the leave or resign she was served a show cause notice (Registered A/D) No. 22/03/90-EDN/414 dated 27-2-03 and final notice (registered A/D) No. 22/3/90-EDN dated 8-7-03, at her home as well as foreign addresses with the approval of the Government to which also she did not respond nor any communication about her intension to join the duty or to resign has been received from the both the addresses.
- And whereas, on careful examination of the case of not responding to the Show cause notices issued by the Government and the callous attitude on the part of Mrs. Ivone Maria Ida Martins de Menezes, the Government has decided to terminate the services of Mrs. Ivone Maria Ida Martins de Menezes, as provided under the CCS (CCA) Rules, 1965 with immediate effect.

Now, therefore, the service of Mrs. Ivone Maria de Menezes, Lecturer in Microbiology, Government College of Arts, Science and Commerce, Khandola-Goa is hereby terminated as provided under CCS (CCA) Rules, 1965 with immediate effect.

By order and in the name of the Governor of Goa.

M. T. Verlekar, Under Secretary (Higher Education).

Panaji, 15th October, 2003.

**Department of Finance****Directorate of Accounts****Order**

No. DA/Admn/45-4/2003-04/TR-2226/76

Government is pleased to transfer the following Joint Director of Accounts of the Common Accounts Cadre with immediate effect, in the Organisations shown against their names in public interest.

Sr. No.	Name of the Officer	Transferred to
1	2	3
1.	Shri M. S. Shetye, Jt. D. A.	Goa Meat Complex Ltd., Panaji, vice Shri Kunkolienkar Jt. D. A. transferred.
2.	Shri R. V. S. Kunkolienkar, Jt. D. A.	Rural Development Agency, Panaji, vice Shri M. S. Shetye, Jt. D. A. transferred.

The deployment of both the above officers will be on deputation and shall be regulated as per the standard terms and conditions of deputation guidelines issued by Government vide order No. 13/4/74/PER dated 12-12-1999. The deputation period of Shri Shetye shall be upto February, 2004.

In view of the above changes, the deputation period of both the officers in the above Organisations stands curtailed from the date of their relief and joining in the respective Organisations.

Officer at Sr. No. 1 shall move first.

On joining their new assignments, the officers shall send their CTC/Joining Reports to this Directorate.

By order and in the name of the Governor of Goa.

Norbert Moraes, Director of Accounts & Ex-officio Joint Secretary.

Panaji, 16th October, 2003.

### Department of Fisheries

#### Directorate of Fisheries

#### Order

Ref. No. E4(P)/SF/FSH/12183

On the recommendation of Goa Public Service Commission vide their letter No. Com/11/12/20/(1)/2002 dated 6-8-2003, the Governor is pleased to confirm Smt. Shamila Dos Milagres Monteiro to the post of Supdt. of Fisheries, Group "B" (Gazetted) in the Directorate of Fisheries in the pay scale of Rs. 6500-200-10500/- with immediate effect.

By order and in the name of the Governor of Goa.

S. C. Verenkar, Director of Fisheries cum Ex-officio Joint Secretary.

Panaji, 15th October, 2003.

### Department of Labour

#### Order

No. CL/Pub-Awards/2000/1481

The following Award dated 9-2-2001 in reference No. IT/20/2000 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

R. S. Mardolker, Commissioner, Labour & Ex-officio Joint Secretary.

Panaji, 21st March, 2001.

### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/20/2000

Shri Alex C. Rodrigues,

Rep. by the President,

Marmagao Steel Employees Union,

C/o. H. No. 447, Macazana

Curtorim, Salcete-Goa.

... Workman/Party I

V/s

M/s. Marmagao Steel Ltd.,

280 Eclate Curtorim,

Salcete-Goa.

... Employer/Party II

Workman/Party I - Represented by Shri A. Esteberio, General Secretary of Marmagao Steel Employees Union, Curtorim, Salcete-Goa.

Employer/Party II - Represented by Adv. Shri M. S. Bhandodkar.

Panaji, dated : 9-2-2001

#### AWARD

In exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 12-1-2000 bearing No. CL/3-11/(10) (2)/42/99/208 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the Management of M/s. Marmagao Steel Limited, Curtorim (Employer), in dismissing from the services of the following workman on the date shown against his name is legal and justified ?

Mr. Alex C. Rodrigues, with effect from 1-7-1999.

If not, to what relief the workman is entitled ?"

2. On receipt of the reference, the case was registered under No. IT/20/2000 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party I was represented by Shri A. Esteberio, General Secretary of Marmagao Steel Employees Union and the Employer/Party II was represented by Adv. Shri M.S. Bhandodkar. Several opportunities were given to the Workman/Party I (for short 'workman') to file his statement of claim. However no claim statement was filed on his behalf, but Shri A. Esteberio representing the workman filed an application dated 25-9-2000 stating that the workman has settled his claims with the Employer/Party II (for short 'employer') and therefore the union did not desire to continue with the reference. Thereafter the employer filed written statement at Ext. 4. In the written statement the employer stated that after the failure

report was sent to the Government and before the reference was made by the Government to this Tribunal, the workman approached the employer for amicable settlement stating that he desires to resign from services and submitted his resignation dated 25-11-99. The employer stated that subsequently the matter was discussed before the Dy. Labour Commissioner/Conciliation Officer and a settlement was signed between the workman and the employer under Section 12(3) of the Industrial Disputes Act, 1947 before the Conciliation Officer. The employer produced a xerox copy of the resignation letter dated 25-11-99 given by the workman and the xerox copy of the settlement dated 30-11-99 along with the receipt dated 30-11-99 issued by the workman.

3. The union vide application dated 25-9-2000 has admitted that the workman has settled his claim with the employer and the documents produced by the employer namely the resignation letter dated 25-11-99 and the terms of settlement dated 30-11-99 as well as the receipt dated 30-11-99 issued by the workman also shows that the workman has settled the dispute with the employer by accepting the amount of Rs. 21,952/- towards full and final settlement of his claim. This being the case, the dispute does not exist and consequently the reference does not survive. The Union in their application dated 25-09-2000 had also stated that they do not desire to continue with the reference because the claims of the workman are settled. In the circumstances I hold that the reference does not survive since the dispute does not exist.

Hence I pass the following order.

#### ORDER

It is hereby held that the reference does not survive since the dispute does not exist in view of the settlement dated 30-11-99 signed between the workman, Mr. Alex C. Rodrigues and the employer M/s. Marmagoa Steel Ltd.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

#### Order

No. 28/7/2001/LAB

The following Award dated 30-1-2002 in reference No. IT/19/2000 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Charles D'Souza, Joint Secretary (Labour).

Panaji, 4th March, 2002.

#### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/19/2000

Workmen rep. by  
The President,  
Marmagoa Steel Employees Union,  
House No. 447, Macazana,  
Curtorim, Salcete-Goa. ... Workmen/Party I

V/s

M/s. Marmagoa Steel Ltd.,  
280, Eclate,  
Curtorim, Salcete-Goa. ... Employer/Party II

Workman/Party I - Represented by Shri A. Estibeiro.

Employer/Party II - Represented by Adv. Shri M. S. Bandodkar.

Panaji, dated : 30-1-2002

#### AWARD

In exercise of the powers conferred by sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 12th January, 2000, bearing No. CL/3-11/(10)(2)/43/99/209 referred the following dispute for adjudication by this Tribunal.

"Whether the action of the Management of M/s. Marmagoa Steel Limited, Curtorim, (Employer), in dismissing from the services of the following 2 workmen on the dates shown against their names, is legal and justified ?

(1) Shri Santaraj Prasad Jaiswal, w.e.f. 29-07-99.

(2) Shri Harischandra Yadav, w.e.f. 29-07-99.

If not, to what relief the workmen are entitled ?"

2. On receipt of the reference a case was registered under No. IT/19/2000 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman-Party I (for short, "Union") filed the statement of claim at Exb. 5 in support of its contention that the dismissal of the workmen Shri Santaraj Prasad Jaiswal, and Shri Harischandra Yadav, w.e.f. 29-07-99 is illegal and unjustified. The union contended that the dismissal of the workmen is against the Certified Standing Orders of the Party II-Employer (for short, "Employer") and the same is against the principles of natural justice. The union also contended that the order of dismissal is issued to the workmen as a punishment for alleged charges which are not proved. The union therefore prayed that the action of the employer dismissing the workmen from service w.e.f. 29-7-99 be set aside as the same is illegal and unjustified and the workmen be reinstated in service with full back wages.

3. The employer filed written statement at Exb. 6. The employer raised the objection that the General Secretary of the union has no authority to sign the statement of claim as on the date when the statement of claim was filed by Mr. Agnelo Estibreiro was not the General Secretary of the Union. The employer stated that the workmen named in the reference had already settled the dispute with the employer by signing a settlement. The employer stated that the workman Shri Harischandra Yadav, signed the settlement on 13-9-2000 Shri Santaraj Prasad Jaiswal, signed the settlement on 29-9-2000. The employer stated that in view of the above said settlements the dispute between the parties does not survive and therefore the reference is liable to be rejected and or disposed of. The employer stated that in view of the settlement of the dispute the workmen are not entitled to any relief as claimed by the union in the claim statement.

4. On the pleadings of the parties, issues were framed at Exb. 8. Subsequent to the framing of the issues the employer filed an application dated 15-10-01 at Exb. 10. In the said application the employer stated that the workmen Shri Santaraj Prasad Jaiswal and Shri Harischandra Yadav have settled the dispute by signing individual settlement with the employer. The employer annexed the copies of the said settlements along with the notarised copy of the application signed by the said workmen and the employer admitting signing of the settlements and praying for passing of the Award/Order. The employer prayed that since the dispute is settled an award be passed disposing of the reference. The copy of the said application was served on the union and the union filed reply dated 18-12-01 at Exb. 11. In the said reply the union stated that the matter may be disposed of as prayed for by the employer.

5. The employer has produced the copies of the settlement namely the settlement dated 13-9-2000 signed by the workman Shri Harischandra Yadav and the settlement dated 29-9-2000 signed by the workman Shri Santaraj Prasad Jaiswal. Both the copies of the settlements are the notarised copies. As per the settlement dated 13-9-2000 the workman Shri Harischandra Yadav is deemed to have resigned from service w.e.f. 12-9-2000 and he has been paid Rs. 20,558.35 towards full and final settlement of all his legal dues. As per the said terms of settlement Shri Yadav has agreed that he has no claim of whatsoever nature against the employer. As per the settlement dated 29-9-2000 the workman Shri Santaraj Prasad Jaiswal is deemed to have resigned from services w.e.f. 25-9-2000 and the said workman have been paid Rs. 27,800.85 towards full and final settlement of all his legal dues. As per the said terms of settlement Shri Jaiswal has agreed that he has no claim of whatsoever nature against the employer. The above settlement therefore show that the workmen Shri Harischandra Yadav and Shri Santaraj Prasad Jaiswal have settled their dispute with the employer and accepted the amount in full and final settlement of all their claims and have no claim of whatsoever nature against the employer. Thus, in view of the above settlements, the dispute between the parties does not exist and consequently the reference does not survive.

In the circumstances, I pass the following order.

#### ORDER

It is hereby held that the reference does not survive since the dispute does not exist in view of the settlements dated 13-9-2000 and 29-9-2000 arrived at between the workmen Shri Harischandra Yadav and Shri Santaraj Prasad Jaiswal with the management.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

#### Order

No. 28/7/2001/LAB

The following Award dated 28-1-2002 in reference No. IT/6/2001 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Charles D'Souza, Joint Secretary (Labour).

Panaji, 8th March, 2002.

#### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/6/2001

Shri Putu Shirodkar,  
Mandur, Ilhas-Goa.

... Workman/Party I

V/s

M/s. Navhind Papers & Publication,  
Panaji-Goa.

... Employer/Party II

Workman/Party I - Represented by Adv. Shri S. K. Kundaikar.

Employer/Party II - Represented by Adv. Shri P. J. Kamat.

Panaji, dated : 28-1-2002

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 3rd January, 2001, bearing No. IRM/CON/(86)/2000/62 referred the following dispute for adjudication of this Tribunal.

- (1) "Whether the action of the management of M/s. Navind Papers & Publications, Panaji-Goa, in discharging Shri Putu Shirodkar, Baller, from services with effect from 1-8-2000, is legal and justified ?

- (2) If not, to what relief the workman are entitled ?"

2. On receipt of the reference a case was registered under No. IT/6/2001 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman-Party I (for short, "Workman") did not file statement of claim and stated that the matter is likely to be settled between the parties. Accordingly the workman as well as the Employer-Party II (for short, "Employer") were given opportunities to file the terms of settlement before this Tribunal. Accordingly, on 9-1-02 Adv. Shri S. K. Kundaikar, representing the Workman and Adv. Shri P. J. Kamat, representing the Employer submitted that the dispute between the parties was amicably settled and they filed the terms of settlement dated 9-1-2002 at Exb. 7 along with the application praying that consent award be passed in terms of the settlement. I have gone through the terms of the settlement which are duly signed by the parties and I am satisfied that the terms of the settlement are certainly in the interest of the workman. I therefore accept the submissions made by the parties and pass the consent award in terms of the settlement dated 9-1-02 Exb. 7.

## ORDER

1. It is agreed between the parties that the action of the Management of the Company in discharging Mr. Putu Shirodkar is legal, just and proper.
2. It is agreed between the parties that the management of the Company shall pay an amount of Rs. 2,00,000/- (Rupees two lakhs only) to the workman in full and final settlement of his dispute. The said amount includes earned wages, gratuity, leave wages, ex-gratia, etc.
3. It is agreed between the parties that out of the amount of Rs. 2 lakhs agreed under clause (2) above, an amount of Rs. 72,270.00 being Gratuity, shall be paid within 15 days of the presentation of this settlement to the Industrial Tribunal in Reference No. IT/6/01.
4. It is agreed and declared that the amount payable by the Company to the Workman in the manner hereinabove provided for are in full and final settlement and satisfaction of all claims of the Workman against the Company including claims for compensation for loss of office or otherwise howsoever.
5. It is agreed between the parties that this settlement shall be filed before the Hon'ble Industrial Tribunal of Goa in Reference No. IT/6/01 for a consent award in terms above.

6. It is agreed between the parties that the amounts payable under this settlement shall be paid to the workman on or before 15th January, 2002 after filing an application for consent award.

No order as to costs. Inform the Government accordingly.

Sd/-

(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

## Order

No. 28/7/2001-LAB

The following Award dated 8-4-2002 in reference No. IT/15/88 given by the Industrial Tribunal, Panaji-Goa, is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 3rd May, 2002.

IN THE INDUSTRIAL TRIBUNAL  
GOVERNMENT OF GOA

AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/15/88

Shri Ramchandra Vithal  
Prabhu Dessai,  
Margao-Goa.

... Workman/Party I

V/s

M/s. Goa Urban Co-op. Bank Ltd.,  
Panaji-Goa.

... Employer/Party II

Workman/Party I - Represented by Shri K. V. Nadkarni.

Employer/Party II - Represented by Adv. Shri G. D. Kirtani.

Panaji, dated : 8-4-2002.

## AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 28th March, 1988 bearing No. 28/17/84-ILD referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s. Goa Urban Co-operative Bank Limited, in



terminating the services of Shri Ramchandra Vithal Prabhu Dessai, Cashier with effect from 30-11-1993 is legal and justified ?

If not, to what relief the workman is entitled for?"

2. On receipt of the reference a case was registered under No. IT/15/88 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman-Party I (for short, "Workman") filed his statement of claim at Exb. 4. The facts of the case in brief as pleaded by the workman are that he was working with the Employer-Party II (for short, "Employer") with effect from 1-4-1974 as a clerk and he worked for one department to another and one branch to another from time to time and lastly he worked at Margao branch. That in the month of October, 1982 he was asked to carryout the duties of a cashier though he was not appointed as a main cashier nor he was officially designated as a main cashier nor he was issued any letter to the effect that he was entrusted with the duties of a main cashier. That while he was attached to the Margao branch, he was intermittently attending to cash as per the instructions of the Branch Manager and in the month of December, 1982 he was carrying out the duties of the main cashier and Shri C.V. Usgaonkar the Asst. Branch Manager was the Jr. Custodian of the cash. That on 15-12-82 he carried out his duties and responsibilities of the main cashier and Shri Arun Nadkarni was the Joint Custodian as Mr. Usgaonkar was on leave for two days. That at the end of that day the total cash was verified by the Joint Custodian and the Branch Manager and the cash was deposited in the respective safe/locker/cash box and that the same was locked with by the use of the master key which was in possession of the Jr. Custodian and the strong room was closed and all the particulars were entered in the respective books. That on 16-12-82 he handed over the keys of the main safe to the main cashier Mr. Alex Rebello as per the instructions of the Branch Manager and he had no access to the strong room or the safe or to the lockers and on that day he was asked to perform the duties of a receiving cashier on that day. That on 16-12-82 the Inspectors from Reserve Bank of India carried out inspection of the Margao Branch and at the end of the day the workman learnt from the talk of Mr. Usgaonkar that there was shortage of Rs. 36,000/- from the locker. That at about 8 p.m. the Branch Manager took all the keys with him and asked all the staff to go home. That on 17-12-82 the workman was called by the Branch Manager by sending a messenger at about 8.15 a.m. and accordingly he went to the Bank and he found his colleagues Mr. Hamid, Mr. Usgaonkar, Mr. Shirvoikar, and some others in the cabin of the Branch Manager. That after sending all of them out the Branch Manager under force and threat made him to sign a Statement stating that he had committed fraud and /or theft and that he was responsible for the shortage that had occurred in the evening of 16-12-82, and further he was also forced to sign on the some blank vouchers and some pages on the cash register. That the Branch Manager also called the wife and the father-in-law of the workman

in the bank and threatening them of humiliation told them that if the alleged amount of shortage is deposited the matter would be hushed up and the workman would be allowed to continue in the bank. That they were not allowed to meet the workman and without his knowledge his wife and father-in-law managed to deposit Rs. 36,000/- in the bank at about 4.00 p.m. That in the mean time the Branch Manager Mr. Nadkarni obtained several written declarations from the workman and he was allowed to go at about 5.00 p. m. and while leaving he was issued a memo dated 17-12-1982. That in violation of the promise given, the workman was issued a charge sheet and an enquiry was conducted against him. That the enquiry was conducted with a bias mind and in violation of the principles of natural justice. That the findings given by the Inquiry Officer holding the workman guilty of the charges, are without application of mind and contrary to the evidence on record. The workman claimed that termination of his service by the employer is illegal and unjustified and that he is entitled to be reinstated in service with full back wages.

3. The employer filed written statement at Exb. 2. The employer stated that the workman was working as the Chashier at the Margao Branch. That the Head Office was informed by the Margao Branch Manager that an amount of Rs. 36,000 was missing on 16-12-82. That on that day the Inspectors from the Reserve Bank of India had inspected the Branch Office and on checking the locker and the records shortage of Rs. 36,000/- was found. That during the course of the checking and investigation, the workman confessed and gave written declarations that he had taken the amount of Rs. 36,000/- on 16-12-82 for the purpose of purchasing land for sugar cane plantation. That thereafter the employer issued a show cause notice dated 17-12-82 to the workman asking him to show cause as to why disciplinary action should not be taken against him to which the workman replied vide his letter dated 12-1-83. That thereafter the employer issued a chargesheet dated 14th February, 1983 to the workman and appointed Mr. P. J. Kamat as the Inquiry Officer to enquiry into the charges. That in the meantime on 17-12-82 the workman had already repaid the amount of Rs. 36,000/- to the employer. That the workman participated in the enquiry and was defended by a lawyer. That throughout the enquiry the workman did not make any complaint regarding the conducting of the enquiry, the manner in which it was conducted or that it was conducted in violation of the principles of natural justice or that the Inquiry Officer was bias nor any objection was raised that some other person should have been appointed as the Inquiry Officer. That after conducting the enquiry the enquiry officer submitted his findings dated 9th September, 1983 holding the workman guilty of the charges. That the findings of the enquiry were communicated to the workman and show cause notice was issued to him asking him to show cause why the punishment of dismissal from service should not be imposed on him. That in the reply dated 29th September, 1983 the workman for the first time alleged that the enquiry officer was bias and partial because he was the legal and labour consultant to the



employer and also stated that the findings of the Inquiry Officer were perverse. That after considering the findings of the Inquiry Officer, the reply of the workman to the show cause notice, the past conduct of the workman and the gravity of the misconduct, the employer decided to dismiss the workman from service and accordingly by letter dated 30-11-83 the workman was informed that his services were terminated. The employer contended that the enquiry was conducted in a fair and proper manner and the workman fully participated in the said enquiry. The employer contended that the workman had committed the misconduct while he was discharging the duties of Cashier which is a post of trust and confidence in the institution like bank, and hence the employer had no alternative but to impose punishment of dismissal from service. The employer stated that its action of terminating the services of the workman is legal and justified and the workman is not entitled to any relief.

4. On the pleadings of the parties issues were framed and the issue Nos. 1, 2 & 3 were treated as preliminary issues. The parties led evidence on the said preliminary issues and this tribunal by findings dated 6-12-2000 disposed of the said preliminary issues holding that the domestic enquiry conducted against the workman is fair and proper and that the charges of misconduct levelled against the workman in the chargesheet are proved against him and they constitute misconduct under clause 12(j) of the settlement dated 21-1-81.

5. After the findings on the preliminary issues were given, the case was fixed for evidence of the employer on the remaining issues. Accordingly the evidence of the employer was partly recorded and when the case was fixed for recording further evidence of the employer, the parties submitted that they want to settle the matter and accordingly the workman and the employer filed a settlement dated 5-4-2002 at Exb. 33. In terms of the said settlement the workman agreed not to pursue the present dispute which is the subject matter of the present reference and the employer agreed that they will not pursue the complaint any further which was registered before the Chief Judicial Magistrate, Margao, as Private Criminal Complaint No. 428/P/83/B. In view of the above settlement, the parties prayed that the reference be disposed of by passing a no dispute award. The present reference was referred by the Government at the instance of the workman as he challenged the order of termination of his service. His contention was that termination of his services is not legal and justified. Since the parties have filed the settlement and the workman himself has stated that he does not want to pursue further the present dispute, the reference does not survive as the dispute does not exist.

In the circumstances, I pass the following order.

#### ORDER

It is hereby held that the reference does not survive as the dispute does not exist between the workman and the employer in view of the settlement dated 5-4-2002 Exb. 33.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

#### Order

No. 28/7/2001-LAB

The following Award dated 8-4-2002 in reference No. IT/69/94 given by the Industrial Tribunal, Panaji-Goa is hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Angela Menezes, Joint Secretary (Labour).

Panaji, 3rd May, 2002.

#### IN THE INDUSTRIAL TRIBUNAL GOVERNMENT OF GOA AT PANAJI

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/69/94

Smt. Kasturi Kadkar alias  
Rukmini Pandurang Kadkar,  
570 Shabgiri, Kakoda-Goa. ... Workman/Party I

V/s

M/s. Vita Industries,  
Kakoda, Curchorem-Goa. ... Employer/Party II

Workman/Party I - Represented by Shri P. Gaonkar.

Employer/Party II - Represented by Adv. A. Nigalye.

Panaji, dated : 8-4-2002.

#### AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 18-8-1993 bearing No. 28/41/93-LAB referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of M/s. Vita Industries in terminating the services of Smt. Kasturi alias Rukmini Pandurang Kadkar, Helper, with effect from 17-3-1993 is legal and justified ?

If not, to what relief the workman is entitled ?"

2. On receipt of the reference a case was registered under No. IT/69/94 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The Workman-Party I (for short, "Workman") filed his statement of claim at Exb. 3. The facts of the case in brief as pleaded by the workman are that she was working with the Employer-Party II (for short, "Employer") as a helper since 1988 and she worked continuously till 17-3-93. That at the time when her services were terminated no enquiry was conducted against her by the employer nor her legal dues were paid. The workman contended that termination of her service by the employer with effect from 17-3-93 is illegal and unjustified. The workman claimed that she is entitled to reinstatement in service with full back wages.

3. The employer filed written statement at Exb. 4. The employer stated that the workman is not a "Workman" within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947 and therefore this Tribunal has no jurisdiction to decide the reference. The employer stated that there is/was no industrial dispute in existence between the parties and hence the reference is not maintainable. The employer stated that the workman was employed as a domestic servant or a maid servant in the residence of Shri Hiten Turakhia, the partner of the employer who discontinued her services as maid servant from March, 1993. The employer stated that the workman had no relation with their establishment i.e. the factory situated at Kakoda, Curchorem-Goa. The employer denied that the workman was employed with them since 1988 or that she continuously worked with them till 17-3-93. The employer stated that since the workman was not in their employment the question of paying any legal dues to her or holding any enquiry against her did not arise. The employer stated that the workman has made a false claim and hence she is not entitled to any relief and the reference is liable to be rejected. The workman thereafter filed rejoinder at Exb. 5 contraverting the pleadings made by the employer in the written statement.

4. On the pleadings of the parties following issues were framed at Exb. 6.

1. Whether the Workman/Party I proves that she is a "Workman" within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947 ?
2. Whether the Workman/Party I proves that she was employed with the Employer/Party II as a helper since 1988 till 17-3-93 ?
3. Whether the workman/Party I proves that the termination of her services by the Employer/Party II w.e.f. 17-3-93 is illegal and unjustified ?
4. Whether the Employer/Party II proves that there is no industrial dispute existing as there is no employer-employee relationship between the Party I and the Party II and hence the reference is not maintainable ?

5. Whether the Workman/Party I is entitled to any relief ?

6. What Award ?

5. My findings on the issues are as follows:

Issue No. 1: Does not arise.

Issue No. 2: In the negative.

Issue No. 3: Does not arise.

Issue No. 4: In the affirmative.

Issue No. 5: In the negative.

Issue No. 6: As per order below.

6. *Issue Nos. 2 and 4:* Both these issues are taken up together because they are interrelated. Further both these issues are taken up first because they go to the very root of the matter as the employer has denied that the workman was employed with them. In other words the employer has denied the employer-employee relationship between them and the workman. The contention of the employer is that since there is no employer-employee relationship there is no industrial dispute and hence the reference is not maintainable.

7. It is the case of the workman that she was employed with the employer as a helper since 1988 and that she worked as such continuously till her services were terminated on 17-3-93. The employer has denied the above facts. In the present case only the workman has led evidence by examining herself and one witness. The employer has not led any evidence inspite of the opportunity given. The Bombay High Court in the case of V.N.S. Engineering Services v/s Industrial Tribunal, Goa, Daman and Diu and another reported in FJR Vol. 71 page 393 has held that there is nothing in the Industrial Disputes Act, 1947 that indicates a departure from the general rule that he who approaches a Court for a relief should prove his case i.e. the obligation to lead evidence to establish an allegation made by a party is on the party making the allegation, the test being that he who does not lead evidence must fail. The Bombay High Court has further held that Rule 10-B of the Industrial Dispute (Central Rules, 1957) clearly indicates that the party who raises the industrial dispute is bound to prove the contention raised by him and the Industrial Tribunal or the Labour Court would be erring in placing the burden of proof on the other party to the dispute. In the case of N. C. John v/s Secretary, Thodupuzha Taluk Shop and Commercial Establishment Worker's Union and Others reported in 1973 Lab. I.C. 398, the Kerala High Court has held that the burden is on the workman to establish the employer-employee relationship. In view of the law laid down by the Bombay High Court and the Kerala High Court in the above referred cases, in the present case since the employer had denied that the workman was in their employment, the burden was on the workman to establish the employer-employee relationship. It is therefore to be seen whether the workman has discharged this burden irrespective of the fact that the employer has not led evidence.

8. The workman has examined herself. In her deposition she stated that she was working with the employer as a helper since September, 1988. She stated that she used to sweep the factory premises and the office premises including the premises of the Manager and of the Director. She stated that she used to also do the work of packing finished goods, and that at the time of termination of her service her wages were Rs. 330/- p.m. In her cross examination she stated that the wages of the workers were paid on wage register. She stated that she does not know whether certain amount was being deducted from the wages of the workers towards Provident Fund, and whether the workers were covered under the provisions of ESI Act. She stated that her signature was not taken on the wage register when her wages were paid and that amount was not deducted from her wages towards Provident Fund nor she was covered under the provisions of ESI Act. She stated that she knows union leader Anand Betskikar and that his union operates in the factory of the employer. The workman has examined one witness namely Shri Mohan Parsekar in support of her case. He has stated that he was working with the employer since 1973 and he worked till the year, 1996. He stated that the workman was also working with the employer since 1988 and she was doing the work of sweeping, filling water and parcel packing. He stated that the employees of the employer were the members of CITU of which he was the office bearer and the services of the workman were terminated because the union demanded that the workman should be confirmed in service. In his cross examination he stated that he does not have any evidence to show that he was the member or committee member of the union. He stated that he was contributing towards PPF and ESI. He stated that his name was figuring in the muster roll as well on the register of wages, and that he was contributing towards ESI and PPF. He stated that the settlements the management and the workers of the employer were applicable to him and to the other workers. He stated that the workman was not paid wages as per the settlement and that she was not contributing towards PPF and ESI and she was not getting leave facilities. He stated that he has personally seen that the name of the workman was figuring on the muster roll and wage register.

9. From the evidence which is discussed above it can be seen that the workman has not produced any documentary evidence to show that she was employed in the factory of the employer. Few modes of proving the employment are the appointment letter, wage register, muster roll or wage register, wage slip. The workman has not produced appointment letter. It is not her case that she had demanded the appointment letter but the same was not issued to her. She did not state that she used to sign the muster roll or the attendance register. As regards the wage register she stated that her signature was not being taken on the wage register. She stated that her wages were Rs. 330/- p.m. but she has not produced any evidence to prove the same. Her witness Shri Mohan Parsekar has stated that he was contributing towards ESI and Provident Fund, but the

workman was not contributing towards the same, and this fact has been admitted by the workman in her cross examination. The witness Shri Mohan Parsekar has stated that the employees of the employer were the members of CITU. The workman never stated that she was the member of the said union nor the witness Shri Mohan Parsekar stated that the workman was also the member of the said union. The said witness has stated that the settlements signed between the management and the workers were applicable to him as well as to the other workers. He has however stated that the workman was not paid wages as per the said settlements nor she was getting leave facilities. Now the questions which arise if the workman was employed with the employer in their factory how is that she was not the member of the CITU when the other employees/workers were; how is that she was not contributing towards Provident Fund and ESI when other workers were; how is that she was not getting benefits of the settlements when other workers were getting; how is that she was not getting leave facilities when other workers were getting? In the absence of any documentary evidence in the matter and considering the evidence which is discussed herein above it is difficult to accept the contention of the workman that she was employed with the employer in their factory. The workman has failed to produce any evidence in this respect. The workman's witness Shri Mohan Parsekar cannot be believed for more than one reason. In the first place he is a person who was no more in the employment of the employer when his deposition was recorded before this Tribunal and therefore he could effort to depose against the employer. Secondly he stated in his cross that he has personally seen that the name of the workman was figuring in the muster roll and the wage register. This statement of the witness is totally contrary to the statement of the workman. The workman never stated in her evidence that she was signing the muster roll and as regards the wage register she stated that her signature was not taken on the wage register. Therefore the statement of the witness Shri Parsekar that he has personally seen the name of the workman figuring on the muster roll and the wage register is a total lie. Thirdly the said witness has stated that the services of the workman were terminated by the employer because the Union demanded that the workman should be confirmed in service. There is no substance in this statement of the workman because the workman never stated in her evidence that she was working with the employer on temporary basis. She also did not state that her services were terminated by the employer because the union demanded that she should be confirmed in service. Infact the workman never stated in her evidence that she was the member of the union. She has not given any reasons as to why her services were terminated by the employer. In the circumstances, the evidence of the witness Shri Parsekar regarding employment of the workman with the employer cannot be believed and accepted.

10. Shri P. Gaonkar, representing the workman has submitted that the witness Shri Parsekar has stated in his evidence that the muster roll and the wage register

mention the name of the workman, which is denied by the employer. He has submitted that the employer ought to have produced the above documents to show that the name of the workman does not appear in the muster roll and the wage register and having not done so, adverse inference should be drawn against the employer. There is no substance in this submission of Shri Goankar. In the first place no purpose would have been served if the muster roll and the wage register were produced. This is because it is not the case of the workman that she used to sign the muster roll and as regards wage register it is her case that her signature was not taken on the same at the time of payment of her wages. Secondly, if the muster roll and the wage register were relevant, the workman ought to have relied upon the same and asked for their production. In the case of N/C. John (supra) the Kerala High Court has held as follows in para. 9 of its judgment.

“... The Tribunal has also drawn an inference against the Petitioner in not producing his books of account, which according to the Tribunal would have shown that these persons were his employees. This is a wild inference. It forgets the facts that the burden of proof is on the workmen to establish the employer-employee relationship. In attempting to discharge this burden the first respondent may call for the books of accounts and other records of the petitioner and if the petitioner refuses to produce them, an inference may be drawn against him that if the said documents were produced they would have shown what the opposite party wanted to make out...”

In the present case also if the workman wanted to discharge the burden, she should have called for the muster roll and the wage register and if the employer had refused then only adverse inference could have been drawn. However, as mentioned earlier the workman never relied on the muster roll nor on the wage register and also did not call upon the employer to produce those documents. This being the case there is no question of adverse inference being drawn against the employer for non production of the muster roll and the wage register. Shri P. Goankar, representing the workman has relied upon the judgment of the Andhra Pradesh High Court in the case of K. Chandramma v/s Labour Court, I, Hyderabad and others reported in 1997 LLR 811. I have gone through the said judgment. In my view this judgment is not applicable to the present case as the facts involved are totally different. In the above case there was no dispute about the employer-employee relationship. The only dispute was whether the Petitioner had worked continuously for 240 days. The High Court held that the Petitioner was an illiterate woman who did not know to read or write and was not in control of the evidence in respect of her working continuously for 240 days and hence held that injustice would be done if without calling upon the employer to produce all the materials in support of its claim that the petitioner has not worked for 240 days continuously. The High Court held as above in the facts of that particular case and has not laid down any proposition of law. In the

present case the workman was represented by Adv. Shri P. B. Devari and by Shri P. Goankar, the General Secretary of Gomantak Mazdoor Sangh. There is nothing on record to show that the workman is an illiterate woman who did not know to read or write. Besides, in the present case there is denied of employer-employee relationship itself. Even otherwise in the present case, as mentioned earlier, no purpose would have been served if the muster roll and the wage register were produced because the workman herself never stated that she used to sign the muster roll and as regards the wage register she stated that her signature was not taken on the same. In the light of what is discussed above and considering the evidence on record I hold that the workman has failed to prove that she was employed with the employer as a helper since 1988 till 17-3-1993. Hence, I answer the issue No. 2 in the negative.

11. *Issue No. 4:* The employer has denied that there was any employer-employee relationship between the employer and the workman. The employer has therefore contended that there is no industrial disputes and hence the reference is not maintainable. Section 10 of the Industrial Disputes Act, 1947 deals with referring of only industrial dispute to the Tribunal for adjudication and not any other dispute. Sec. 2(k) of the Industrial Disputes Act, 1947 defines industrial dispute as under:

“Industrial Dispute” means any dispute or difference between employer and employee or between employers and workmen or between workmen and workmen which is connected with employment or non-employment or the terms of employment or with conditions of labour of any person.”

From the above definition, it is evident that only these disputes are contemplated as industrial disputes which bear upon the relationship of the employer and the workman. It therefore follows that to determine whether a difference or dispute is an industrial dispute or not, the first thing to be determined is whether the workman concerned falls within the ambit and scope of Sec. 2(s) of the Industrial Disputes Act, 1947 or not. Sec. 2(s) of the Industrial Disputes Act, 1947 defines “Workman”. The Supreme Court in the case of the workman of Food Corporation of India v/s M/s. Food Corporation of India reported in AIR 1985 SC 670 has held that there must be a privity of contract of employer and workman. The Supreme Court has further held that the word “employed” in the definition of “Workman” is used in the sense of relationship brought about by express or implied contract of service in which the employee renders services for which he is engaged by the employer and the latter agrees to pay him in cash or in kind as agreed between them or statutorily prescribed, and that it discloses a relationship of command and obedience. In the said decision the Supreme Court has further laid down the essential conditions of a person being a workman within the terms such as (i) he should be employed to do the work in the industry (ii) there should be employment of him by the employer and (iii) there should be relationship of employer and employee

or master and servant. In the present case it has been held by me that the workman has failed to prove that she was employed in the factory of the employer. This being the case there was no employer-employee relationship between the employer and the workman. Consequently, there was no industrial dispute existing at the time when reference was made by the Government and hence the reference is not maintainable and is liable to be rejected. In the circumstances, I hold that the employer has succeeded in proving that there is no industrial dispute existing as there is no employer-employee relationship between the employer and the workman and hence the reference is not maintainable. I, therefore answer the issue No. 4 in the affirmative.

12. *Issue Nos. 1, 3 and 5:* It has been held by me that the workman has failed to prove that she was employed in the factory of the employer. It has been held by me that the industrial dispute did not exist at the time when the reference of the dispute was made by the Government and that since there is no employer-employee relationship between the employer and the workman the reference itself is not maintainable and is liable to be rejected. This being the case the question of deciding whether the workman is a "Workman" within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947 or that termination of her service with effect from 17-3-93 is legal and justified does not arise. Similarly once it is held that the reference itself is not maintainable and is liable to be rejected the workman is not entitled to any relief. I therefore answer the issue Nos. 1, 3 and 5 accordingly.

In the circumstances I pass the following order.

#### ORDER

It is hereby held that there is no employer-employee relationship between the management of M/s. Vita Industries and Smt. Kasturi Kadkar and hence no industrial dispute existed when the Government made the reference. The reference is therefore held to be not maintainable and hence rejected.

No order as to costs. Inform the Government accordingly.

Sd/-  
(Ajit J. Agni),  
Presiding Officer,  
Industrial Tribunal.

#### Order

No. 28/42/2003-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa Auto Service, Joshi House, Vasco-da-Gama, and their workmen, represented by Gomantak Mazdoor Sangh, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa, at Panaji-Goa, constituted under Section 7-A of the said Act.

#### SCHEDULE

"(1) Whether the following demands served on the management of M/s. Goa Auto Service, Vasco-da-Gama, Goa by Gomantak Mazdoor Sangh on behalf of the workmen, vide their letter dated 10-1-2002, are legal and justified?

#### DEMANDS

##### Demand No. 1: Pay Scales:

Grade I : 1000-60-1300-70-1650-80-2050-90-2500-95-2975.  
Grade II : 1100-65-1425-75-1800-85-2225-95-2780-100-3200.  
Grade III : 1200-70-1550-80-1960-90-2400-100-2900-105-3425.  
Grade IV : 1300-75-1700-85-2125-95-2600-105-3125-110-3675.  
Grade V : 1500-80-1900-90-2350-100-2850-110-3400-120-4000.  
Grade VI : 1600-85-2025-95-2500-105-3025-115-3600-125-4275.

##### Demand No. 2: Flat Rise:

Union demands that all the workmen shall be given the flat rise at the rate of Rs. 500/-. The above amounts should be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

##### Demand No. 3: Service Allowance:

Union demands that workmen should be given service allowance as mentioned below:

Service upto 3 years	: One Increment.
Service from 3 years to 5 years	: Two Increments.
Service from 5 years to 7 years	: Three Increments.
Service from 7 years to 12 years	: Four Increments.
Service from 12 years to 17 years	: Five Increments.
Service from 17 years to 25 years	: Six Increments.
Service above 25 years	: Seven Increments.

##### Demand No. 4: Fixed Dearness Allowance/Variable Dearness Allowance:

Union demands that the present rate of Fixed Dearness Allowance is very less and hence the same

should be revised at the rate of 1200/- beyond 1900 points (1960-100) and Variable Dearness Allowance shall be paid at the revised rate of Rs. 2/- per point rise beyond 2000 points (1960-100) and present amount of Variable Dearness Allowance should be added to the above Fixed Dearness Allowance, the computation of Variable Dearness Allowance shall be made quarterly based on the average consumer price index of preceding quarter.

**Demand No. 5: House Rent Allowance:**

Union demands that House Rent Allowance should be paid at the revised rate of 20% of Basic and Dearness Allowance, as the cost of accommodation is very high in Goa due to Tourist State.

**Demand No. 6: Paid Holidays:**

Union demands that all the workmen shall be granted paid holidays at the rate of 15 days per year.

**Demand No. 8: Leave:**

Union demands that all the workers should be given leave on following basis:—

- (A) *Earned Leave:* That all the workmen should be given Earned Leave at the rate 30 days Earned Leave per year with accumulation upto 100 days and Leave shall be allowed to be taken 10 times in a year.
- (B) *Casual Leave:* That all the workmen should be given casual leave at the rate of 12 days per year.
- (C) *Sick Leave:* That all the workmen should be given Sick Leave at the rate of 12 days per year, as the ESIC does not give sick leave for first two days of sickness.

**Demand No. 9: Travelling Allowance:**

Union demands that those workmen who have not been provided with housing accommodation shall be paid T. A. at the rate of Rs. 200/- per month.

**Demand No. 10: Canteen Allowance:**

Union demands that all the workmen should be paid canteen subsidy at the rate of Rs. 150/- per month.

**Demand No. 11: Supply of Raincoats/Umbrellas:**

Union demands that all the workmen should be given Raincoats/Umbrellas once in a year.

Union reserve the right to amend, add, delete any demands during the time of negotiation.

(2) If not, what relief the workmen are entitled to ? "

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 7th October, 2003.

**Department of Law & Judiciary**

Law (Establishment) Division

**Order**

No. 4/8-96-LD (Part file)

In exercise of the powers conferred by Section 3(2) of the Goa Administrative Tribunal Act, 1965, the Government of Goa, after prior consultation with the Hon'ble High Court of Bombay is pleased to appoint Shri Z. E. Porobo, to the post of President of Administrative Tribunal, Panaji in the pay scale of Rs. 14300-400-18300 plus other usual allowances admissible under the rules with effect from the date he assumes charge of the post.

Shri Porobo shall be on probation for a period of two years.

The expenditure on his pay and allowances shall be debited to Budget Head "2070-Other Administrative Services, 800-other expenditure, 01-Administrative Tribunal (non-plan) 01-salaries, under Demand No. 28.

By order and in the name of the Governor of Goa.

Mario da Silva, Under Secretary (Law).

Panaji, 16th October, 2003.

**Department of Mines**

**Order**

No. 96/445/88-Mines

Whereas vide Order No. 96/445/88-Mines dated 6-9-90 the Government of Goa, renewed the Mining Lease in favour of M/s. Sociedade Timblo Irmaos Ltd. represented by M/s. Panduronga Timblo Industrias (hereinafter referred to as the "Lessee") for Iron ore as indicated in the schedule to this Order for a period of 10 years effective from 22-11-87 to 21-11-97 (hereinafter called the Mining Lease).

And whereas lessee vide his applications dated 14-11-96 and 13-5-99 has applied for the renewal of the said Mining Lease for a period of 10 years effective from 22-11-97.

And whereas, the Government of Goa have agreed to renew the said Mining Lease towards the second instalment of first renewal for a further period of 10 years effective from 22-11-97.

Now, therefore, in exercise of the powers conferred by sub-section (2) of Section 8 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67



of 1957) read with sub-rule (3) of the Rule 24A of Mineral Concession Rules, 1960, the Government of Goa hereby renews the said Mining Lease for the period 22-11-97 to 21-11-2007 in the areas shown in the Schedule appended to this order, subject to the prescribed terms and conditions incorporated in the Lease Deed.

M/s. Sociedade Timblo Irmaos Ltd. represented by M/s. Panduronga Timblo Industrias shall execute within a period of 180 days communication of this Order, a supplementary deed of lease as contemplated under Rule 31 of Mineral Concession Rules, 1960.

#### SCHEDULE

District	Taluka	Village	Area	T. C. No.
South Goa	Sanguem	Codli and Dharbandora	96.2780 Ha.	61 of 1953

By order and in the name of the Governor of Goa.  
V. R. Ghaisas, Under Secretary (Mines).  
Panaji, 14th October, 2003.

#### Order

No. 5/61/2001-Mines

Whereas M/s. Goa Minerals Pvt. Ltd., (hereinafter referred to as "the applicant"), vide their application dated 9-5-2000 had applied for grant of prospecting licence for iron ore over an area of 80.1728 hec. covered under survey number 37/1 (Part), 37(2), 42/2, 42/1, 41(P), 43(P), 44(P) and 45(P) of Village Collem of Sanguem Taluka (hereinafter called the "Prospecting Licence");

And whereas, vide letter No. 5/5/2002-MIV dated 8-03-2002, the Central Government have conveyed their approval for the grant of the said prospecting licence in favour of the applicant for a period of three years.

Now, therefore, in exercise of the powers conferred by sub-section (3) of Section 10 of the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957) read with Rule 15 of the Mineral Concession Rules, 1960, the Government of Goa hereby grants the said prospecting licence in favour of the applicant for a period of 3 years, subject to the condition that the applicant shall execute a deed of licence in respect thereof within 90 days from the date of communication of this order.

The right to make any modification/alteration in the plan at the time of demarcation is hereby reserved with the Government.

By order and in the name of the Governor of Goa.  
V. R. Ghaisas, Under Secretary (Mines).  
Panaji, 14th October, 2003.

## Department of Personnel

### Order

No. 6/2/95-PER (Vol.I)

Read: Order No. 6/2/95-PER (Vol. I) dated 24-10-2001.

Government is pleased to extend the term of deputation of Shri Pravin Ramdas Chandekar, Scientist 'D' Ministry of Information Technology, Electronics Niketan, New Delhi, to the post of Director for Department of Information Technology, Government of Goa upto 31-03-2004, under same terms and conditions.

By order and in the name of the Governor of Goa.  
Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 16th October, 2003.

### Order

No. 6/4/91-PER-Part. II-Vol. I

Shri Rajendra D. Mirajkar, Dy. Collector, Bardez for Pernem Taluka, shall hold the charge of the post of Chief Officer, Pernem Municipal Council in addition to his own duties, with immediate effect and until further orders.

Consequently, Shri A. F. Barretto, Chief Officer, Pernem Municipal Council, shall report to Director of Municipal Administration, Panaji for further posting.

By order and in the name of the Governor of Goa.  
Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 17th October, 2003.

### Order

No. 22/7/98-PER-Part

Resignation dated 12-9-2003 tendered by Shri Shirish M. Thorat, Officer in Junior Scale of Goa Police Service placed under suspension while functioning as Deputy Superintendent of Police/Sub-Divisional Police Officer, Panaji, is hereby accepted by the Government with effect from 17th October, 2003. Accordingly, Shri Thorat shall stand relieved from the service with effect from 17-10-2003.

By order and in the name of the Governor of Goa.  
Vikas Mardolkar, Under Secretary (Personnel).  
Panaji, 17th October, 2003.



## Department of Power

Office of the Chief Electrical Engineer

**Order**

No. CEE/Estt.-1-11-81/Trans-AE/2865

The Government of Goa is pleased to order transfer of the following Assistant Engineers (Elect.) in Electricity Department as per the details shown below in public interest:-

Sr. No.	Name of the Asst. Engineer (Elect.)	Present place of working	Place of posting on transfer
1	2	3	4
1.	Shri Venkatesh G. S. Kunkolikar	Asst. Engineer Elect., Sub-Div. II, Ponda under Elect. Divn. X, Ponda.	Asst. Engineer, Elect. Sub-Divn. I, Ponda under Elect. Div. X, Ponda vice Shri Dharampal Singh, transferred.
2.	Shri K. Mallikarjunappa	Asst. Engineer Elect., Sub-Divn. I, Xeldem under Elect. Divn. XII, Xeldem.	Asst. Engineer, Elect. Sub-Divn. II, Ponda under Elect. Divn. X, Ponda vice Shri Venkatesh G. S. Kunkolikar transferred.
3.	Shri Dharam Pal Singh	Asst. Engineer Elect., Sub-Div. I, Ponda under Elect. Div. X, Ponda.	Asst. Engineer, Elect., Sub-Divn. I, Xeldem under Elect. Divn. XII, Xeldem vice Shri K. Mallikarjunappa, transferred.

Shri Venkatesh G. S. Kunkolikar at Sr. No. 1 above should move first to join at the new place of posting immediately and continue to hold the charge of Elect. Sub-Divn. II, Ponda till Shri K. Mallikarjunappa joins Sub-Division No. II, Ponda, on transfer.

The transfers of Shri Laxmikant Kolvekar and Shri Dharam Pal Singh, Asst. Engineer (Elect.) effected vide Order No. CEE/Estt-1-11-81/Trans-AE/3058 dated 18-11-2002 stands cancelled.

By order and in the name of the Governor of Goa.

T. H. Rao, Chief Electrical Engineer & Ex-officio Addl. Secretary.

Panaji, 15th October, 2003.

## Department of Public Health

**Order**

No. 2/14/2003-II/PHD

Read:- Memorandum No. 4/14/2002-II/PHD dated 22-8-2003.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/1/5/30(34)/89 dated 5-8-2003, Government is pleased to appoint Dr. Salelkar Reshamarani Shashikant to the post of Lecturer in Surgery in Goa Medical College on temporary basis on an initial basic pay of Rs. 10,000/- in the pay scale of Rs. 10,000-325-15,200+NPA with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Salelkar Reshamarani Shashikant shall be on probation for a period of two years.

The character and antecedents of Dr. Salelkar Reshamarani Shashikant have been verified by the District Magistrate, South Goa, District Margao. She has also been declared medically fit by the Medical Board.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 14th October, 2003.

**Order**

No. 25/8/2003-I/PHD

Government is pleased to recognise the below mentioned Hospital under Mediclaim Scheme for the residents of Goa for Magnetic Resonance Imaging (MRI) Scans/Examinations for which treatment is not available in Goa Medical College, Bambolim, Goa.

"SAIDA MRI Scan Centre  
Mathais House,  
Near Holy Cross,  
Bambolim-Goa."

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 15th October, 2003.

## Department of Revenue

**Corrigendum**

No. 22/59/2001-RD

Read:- Notification No. 22/59/2001-RD dated 1st November, 2002 of the Revenue Department, Secretariat, Panaji.

The Survey Number mentioned in the Schedule of Notification referred to above be read as 229/17 instead of 299/17.

By order and in the name of the Governor of Goa.

C. D. Gawade, Under Secretary (Revenue).

Panaji, 17th October, 2003.